

EXHIBIT A-9

Reseller Agreement

This Agreement (“Agreement”) is made and entered into as of 09 / 21 / 2021, by and between ActiveProspect, Inc. (“AP”), a Delaware Corporation, with an address of 4203 Guadalupe Street, Austin, Texas 78751, and [Tech Prosper, LLC] (“Reseller”), a [Florida], with an address of [36 Rossraggon Rd Suite F Asheville, NC 28803]

WHEREAS, Reseller is engaged in the business of sales and marketing of TrustedForm(referred to herein as “TrustedForm” or the “Product”), and maintains a sales force experienced in such sales;

WHEREAS, AP is in the business of developing, supporting and distributing the Product; and

WHEREAS, Reseller possesses the expertise and sales marketing knowledge consistent with the sales objectives of AP.

NOW THEREFORE, the parties hereto agree as follows:

1. Appointment

AP hereby appoints Reseller as an non-exclusive representative to sell the Product, solely in the territory set forth on Exhibit A, attached hereto and incorporated herein (the “Authorized Territory”). AP may modify, discontinue or change the Product, in its sole discretion, upon written notice to Reseller. During the term (as defined below) of this Agreement, Reseller shall have the right to sell the Product in the Authorized Territory to accounts that meet the requirements set forth on Exhibit B, attached hereto and incorporated herein (the “Authorized Account(s)”). Nothing contained in this Agreement shall prohibit AP from marketing and selling, nor from appointing others to market and sell the Product to accounts other than the Authorized Account(s), or any other products other than TrustedForm to any account, including Authorized Account(s).

2. Representative Obligations

Reseller hereby agrees to use its best efforts to promote the sale of the Product to Authorized Accounts in the Authorized Territory, to cooperate with AP in carrying out AP’s sales programs, to provide independent customer support to the Authorized Accounts established by Reseller, and to promptly pay all amounts due under this Agreement to AP. To this end, Reseller shall, without limitation:

- (a) Maintain an office and staff in the Authorized Territory sufficient to meet the its obligations under this Agreement;
- (b) Contact all Authorized Accounts on a regular basis to encourage and promote continued use of the Product, and to address questions and issues related to the use of the Product;
- (c) Engage with potential accounts on a regular basis to facilitate sales and establishment of Authorized Accounts for such potential accounts, as agreed upon with AP’s sales management;

- (d) Cooperate at the request of AP and furnish such information concerning the credit standing and accounts payables of Authorized Account in the Authorized Territory;
- (e) Be responsible for payment of all amounts due and payable to AP for each Authorized Account established pursuant to this Agreement;
- (f) Provide such sales and lead reports and forecasts and such other information reasonably requested by AP, including, but not limited to, reports and forecasts regarding pending business and contacts, problem areas, and sales plans and programs; and
- (g) Provide necessary and reasonable customer support and consultation to each Authorized Account.

- (i) For the avoidance of doubt, during the Term of this Agreement, Reseller shall be the sole party obligated to provide customer support and assistance to Authorized Accounts with respect to the Product. AP shall have no obligation or requirement to provide any support or assistance to a Reseller customer or Authorized Account. Provided, however, AP shall provide support and assistance to the Reseller as reasonably requested.

3. Discounted Price for Authorized Accounts; and Authorized Account Approval Process

(a) **Discounted Price**. During the Term of this Agreement, AP shall provide a discounted price for the Product that Reseller sells to each Authorized Account (the “Discounted Price”), as set forth on Exhibit C hereto. The Reseller may sell the Product to Authorized Accounts at any price it determines, and Reseller shall be entitled to retain those amounts it receives in excess of the Discounted Price due and payable to AP pursuant to Section 6 hereof. Provided, however, the Reseller may not sell the Product to an Authorized Account for less than the Discounted Price.

(b) **Authorized Account Approval Process**. The Reseller and AP agree that each Authorized Account to be established by Reseller pursuant to this Agreement shall follow the approval process for the Product as set forth on Exhibit D hereto.

4. Terms of Sale

The terms of each Product sale to an Authorized Account by Reseller shall be governed by the terms and conditions set forth in the [INSERT NAME OF AGREEMENT EXECUTED FOR THE PRODUCT] (the “Reseller Sales Agreement”), and the AP Terms of Service, as amended or modified by AP from time to time (the “TOS”), which Reseller hereby agrees and warrants shall be incorporated into the Reseller Sales Agreement. Reseller shall not at any time during the Term of this Agreement, agree to sell any Product, or establish, or cause AP to establish, any Authorized Account which contradicts or conflicts with a term or condition of this Agreement, or which otherwise does not incorporate the TOS. During the Term of this Agreement, AP shall have the right at any time to establish or change its prices, discounts rates, if applicable, terms and conditions, TOS, warranties, methods of payment and any other matters relating to

the sale of the Product by Reseller, and to discontinue offering any Product without thereby incurring any obligation or liability to Reseller.

5. Records and Reports

During the Term of this Agreement, and for a period of one (1) year thereafter, Reseller shall maintain complete and accurate books and records, and retain original or copies of all correspondence with Authorized Accounts, and all other correspondence of any kind relating to all obligations of Reseller under this Agreement. AP, or its designee, upon reasonable notice shall have the right at any time during the Term of this Agreement, and for a period of one (1) year thereafter, to conduct an examination of such books, records and correspondence maintained by Reseller hereunder.

6. Reseller Payments

Reseller agrees to pay AP the Reseller Payment, as defined on Exhibit C hereto, on a monthly basis, and according to the terms and conditions set forth in this Agreement, and on Exhibit C, attached hereto and incorporated herein. The Reseller Payment shall be due and payable monthly upon Reseller's receipt of invoice from AP. The Reseller may make payment of the Reseller Payment either by ACH auto-pay or credit card.

7. Term

The initial term (the "Initial Term") of this Agreement shall commence on the date of this Agreement as set forth on the first page of this document, and shall continue for a term of one (1) year, unless sooner terminated in accordance with Section 8 below. This Agreement will automatically extend for successive one (1) year terms (the "Renewal Term") unless AP provides Reseller written notice of termination thirty (30) days prior to the end of the Initial Term, or any Renewal Term thereafter. The Initial Term and Renewal Term, if any, are hereinafter referred to as the Term (the "Term").

8. Termination

- (a) In addition to the termination provided for under Section 7 above, during the Term of this Agreement, AP may terminate this Agreement upon either (1) immediate written notice if Reseller is in material breach of any representation, warranty, indemnification or any other provision of this Agreement; or (2) ten (10) calendar days written notice by AP, for any other reason as determined in AP's sole and absolute discretion. With respect to Reseller, during the Term of this Agreement, Reseller may terminate this Agreement upon thirty (30) days prior written notice, if AP is in material breach of this Agreement, and AP fails to cure that breach within thirty (30) days after receipt of written notice thereof.

- (b) Upon expiration or termination of this Agreement, Reseller shall return to AP all technical, sales and promotional materials pertaining to the Product, or, at AP's option, shall take such other action with respect to such materials as reasonably requested by AP. AP shall also have the right to inspect and make copies of all or any portion of any documents regarding fulfillment of Reseller's obligations assumed under this Agreement as set forth in Section 5 of this Agreement. Reseller

hereby agrees that any amounts due and payable on the date of expiration or termination by Reseller pursuant to this Agreement, or with respect to any Authorized Account established hereunder, shall be paid by Reseller to AP no later than thirty (30) days after the effective date of expiration or termination of this Agreement.

- (c) Following the termination of this Agreement, the parties agree that AP shall be permitted to contact each customer associated with an Authorized Account directly, and without notice to Reseller, for the purpose of:
 - (i) Offering TrustedForm certificate (each referred to herein as a “TrustedForm Certificate” or collectively as “TrustedForm Certificate’s”) storage to the customer for those TrustedForm Certificate’s maintained on AP’s systems. This storage will be offered to each customer on the following terms:
 - (1) \$0.0002/TrustedForm Certificate per month; and
 - (2) A monthly fee of \$250.
 - (ii) To provide notices to the customer with respect to AP system updates, system maintenance and downtimes, data breaches, and all information that AP deems to be relevant, in its sole discretion, with respect to services or obligations to the customer following termination, including, but not limited to, customer’s use of AP’s TrustedForm Certificate storage as provided in Section 8(c)(i) above.
- (d) This Agreement and all privileges, rights and obligations herein shall terminate except that Reseller’s obligations under Section 5, and under Sections 9, 11, 12, 13, 15, 17, 18, 23 and 24 shall survive the termination or expiration of this Agreement.

9. Proprietary Rights

Ownership of all applicable copyrights, trade secrets, patents and other intellectual property rights in the Product shall remain vested in AP, or in AP’s licensors. For the avoidance of doubt, Reseller shall not, pursuant to this Agreement, have or obtain any right, title, or ownership interest in the applicable copyrights, trade secrets, patents or other intellectual property rights in the Product.

10. No Representations

Reseller may not make any contracts or commitments on behalf of AP, nor make any warranties or other representations regarding the Product other than those previously authorized by AP in writing.

11. Representations & Warranties

- (a) Reseller represents, warrants and covenants that: (i) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement has been duly authorized, executed and delivered by Reseller and constitutes a legally enforceable agreement of Reseller; (iii) this Agreement is not limited or restricted by, and is not in conflict with, any commercial arrangements, obligations, contract, agreement or other instrument to which Reseller is either bound or subject; (iv) the performance of this Agreement by Reseller shall not infringe any intellectual property rights of any person or entity; and (v) Reseller shall not violate any rules, regulations or laws in marketing and securing the resale of the Products.
- (b) AP represents and warrants that (i) it is a duly existing corporation under the laws of The State of Delaware; (ii) it has full power and authority to enter into this Agreement and to carry out its obligations hereunder ; and (iii) to the best of AP's knowledge, the Product will not include any content matter or service that will infringe or misappropriate any rights of any third party.

12. Indemnification

Each party hereby agrees to defend, indemnify and hold, the other party, its shareholders, directors, officers, employees, parent companies, subsidiaries, and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, taxes, civil and criminal actions, and all costs, expenses (including, without limitation, reasonable attorney's fees) incurred in connection therewith, which any of them may incur or to which any of them may be subjected, arising out of or relating to a material breach of this Agreement or a breach of any representation and/or warranty of the other party.

13. Limitation

ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED, AND THE PARTIES AGREE THAT THE LIABILITY OF AP, IF ANY, FOR DAMAGES RELATING TO THE PRODUCT WILL BE LIMITED TO AMOUNTS PAID PURSUANT TO PARAGRAPH 6 AND 8 HEREOF AND WILL IN NO EVENT INCLUDE LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF AP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Independent Contractors

It is expressly agreed that AP and Reseller are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

15. Confidentiality

During the Term of this Agreement and for a period of three (3) years from the expiration or earlier termination of this Agreement, Reseller will regard and preserve as strictly confidential all information and material, including the terms and conditions of this Agreement, marketing information, Product details, pricing and technical information, and customer or client information, provided by AP or otherwise obtained pursuant to this Agreement (hereinafter "Confidential Information"). Reseller further acknowledges and agrees that, in the event of a breach or threatened breach of this Section 15, AP shall have no adequate remedy in money or damages and, accordingly, shall be entitled to preliminary, permanent and other injunctive relief without having to post bond. Reseller represents and warrants that all of its employees and/or contractors who will have access to any Confidential Information have entered, or will enter, into a confidentiality agreement no less restrictive than the terms of this Section 15.

16. Severability

In the event that any portion of this Agreement is declared void by any court or tribunal of competent jurisdiction, then, in that event, that portion shall be deemed severed from this Agreement, and the remaining portions hereof shall remain in full force and effect.

17. Assignment

Reseller may not assign this Agreement (including by operation of law) or any obligations herein (including, but not limited to, by hiring of non-employees and/or sub-resellers) without the prior written consent of AP. Any purported assignment without such written consent shall be unenforceable and shall have no force or effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

18. Notices

All notices and statements shall be in writing and shall be delivered via email to the email address specified for each of the representatives for each party identified on Exhibit D, or personally by hand delivery or by United States Postal Service certified or registered mail return receipt requested, Federal Express or other internationally recognized and receipted overnight or courier service, postage prepaid, or sent by a confirmed (confirmation report printed) facsimile transmission with follow up copy sent by aforementioned means (failure to send follow up copy by other means shall be deemed failed delivery notice), to the intended party at the address set forth on Exhibit D (unless notification of a change of address is given in writing). Notice shall be deemed delivered upon the date of email receipt, personal delivery or facsimile transmission or the date of delivery as indicated by Federal Express or other internationally recognized receipted overnight courier service, or the date indicated on the return receipt from the United States Postal Service.

19. Complete Agreement

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals and agreements, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. Unless otherwise provided for herein, this Agreement and its terms may not be modified except by a writing signed by a duly authorized representative of each of the parties.

20. Force Majeure

AP shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of AP.

21. No Waiver

Failure by AP or Reseller, in any one or more instances, to enforce any of its rights in connection with this Agreement, or to insist upon strict performance of the terms and conditions of this Agreement, or its Exhibits, shall not be construed as a waiver or a relinquishment of any such rights for any other breach or enforcement thereof.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. Governing Law

This Agreement, and the Exhibits hereto, and all matters arising out of or relating to this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions thereof, to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction, other than those of the State of Texas. The parties hereto agree that any dispute arising out of or relating to this Agreement shall be instituted and prosecuted in the courts of competent jurisdiction of the State of Texas, and the parties hereto irrevocable submit to the jurisdiction of said courts located in the State of Texas, and waive any rights to object to or challenge the appropriateness of said forums. Reseller hereby agrees to accept service of process pursuant to the notice provisions hereunder and waives any and all objections to venue, jurisdiction or service of process.

24. Remedies

Except as otherwise provided in this Agreement, all of AP's rights and remedies herein or otherwise shall be cumulative, and none of them shall be in limitation of any other rights or remedy in law and/or in equity.

25. No Offer

This Agreement shall not be deemed, or otherwise construed, as an offer and shall not be binding unless signed by a duly authorized representative or officer of AP and Reseller.

[signature page follows immediately hereafter]

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IN WITNESS WHEREOF, the parties have executed this Agreement ad of the date first set forth above.

ActiveProspect

By: Jessica D Hamilton

Name: Jessica Hamilton

Title: COO/CFO

[Tech Prosper, LLC]

By: RB

Name: Ross Breiman

Title: Managing Partner

Exhibit A

For purposes of this Agreement, Authorized Territory shall mean the following:

1. UNITED STATES, NORTH AMERICA

Unless specified above, Reseller shall not be authorized to sell the Product into any other jurisdiction than the Authorized Territory. This Exhibit A, and the definition of Authorized Territory above, may not be modified except by a writing signed by a duly authorized representative of each of the parties.

Exhibit B

The parties hereto agree that an Authorized Account shall mean the following:

1. An account established by Reseller:
 - a. In the Authorized Territory;
 - b. For a customer of the Reseller that is not currently a customer or prospect of AP; and
 - c. That is within the agreed upon sales vertical:
 - i. For purposes of this section, the agreed upon sales vertical shall be:
 1. OPEN – NONE SPECIFIED
2. Any account which fails to meet the criteria set forth in Paragraph 1 of this Exhibit B, provided that:
 - a. The parties agree, prior to the establishment of the account, that the account will be deemed an Authorized Account; and
 - b. Such agreement is in writing signed by a duly authorized representative of each party.

Exhibit C

1. Discounted Price

- a. The parties agree that the Discounted Price that Reseller shall pay on a monthly basis for the Product shall be as follows:
 - i. TrustedForm:
 1. The Reseller shall pay AP \$0.07 per TrustedForm certificate claimed by each Authorized Account.

2. Reseller Payment

- a. For purposes of Section 6 of the Agreement, the monthly reseller payment (the “Reseller Payment”) shall mean the following:
 - i. The Discounted Price, as specified above, attributable to all Authorized Accounts that remain active at the commencement of each month, and for the use of TrustedForm during the preceding month.

Exhibit D

The parties agree that the following process will be followed by Reseller and AP to establish an Authorized Account with respect to the Product:

1. TrustedForm:

- a. For each Reseller customer that seeks to claim TrustedForm Certificates through Reseller's platform, the following process will apply:
 - i. Reseller's customer must select "create TrustedForm account" from Reseller's platform;
 - ii. Once selected, Reseller's platform will automatically send a request to AP to create a new account for the Reseller's customer;
 1. The Reseller's automated request will provide AP with all pertinent information to establish the Authorized Account;
 - iii. Upon receipt of the request, AP shall create the Authorized Account and generate a unique API key for use with each Reseller customer; and
 - iv. Once established, the API key will be sent back to Reseller's customer by AP, and Reseller's customer will be authorized to claim TrustedForm Certificates.



Audit Trail

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SENT	09 / 17 / 2021 23:49:12 UTC	Sent for signature to Ross Breiman (ross@leadprosper.io) and Jessica Hamilton (jessica@activeprospect.com) from jason.ashman@activeprospect.com IP: 24.136.31.227
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TITLE	TF Reseller Agmt for LeadProsper
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